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Kathleen J. Moore
Signature of person mailing correspondence

Kathleen J. Moore
Typed name of person mailing correspondence

RESPONSE TO DECISION ON REQUEST UNDER 37 CFR 1.497(D)
IN THE UNITED STATES DESIGNATED/ELECTED OFFICE (DO/EO/US)

U.S. Serial No. 09/914,082

International Appln. No. PCT/DE00/00553 filed 24 February 2000

Title: Electrochromic Element

Inventors: Dirk Joedicke et al.

Assignee: Flabeg GmbH & Co. KG

Attorneys: Marshall & Melhorn, LLC

Attorney Docket No: 1-15478

Certificate under 37 CFR 1.10 of Mailing by "Express Mail"

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August 22, 2001

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Kathleen J. Moore

Signature of person mailing correspondence

Kathleen J. Moore

Typed or printed name of person mailing correspondence

Note: Each paper must have its own certificate of mailing by "Express Mail".

NATIONAL PHASE IN THE US - FILING UNDER 35 USC 371 IN
THE UNITED STATES DESIGNATED/ELECTED OFFICE (DO/EO/US)

Title: ELECTROCHROMIC ELEMENT

Applicant: DIRK JOEDICKE, HANS-JOACHIM BECKER and VOLKER GUMPRICH

Int'l Appln: PCT/DE00/00553 filed 24 February 2000

Priority: German Appln. No. 199 08 737.7 filed 01 March 1999

Attorneys: Marshall & Melhorn, LLC

Attorney Docket No. 1-15478

Express Mail No. EL 469907515US

PTO/SB/96 (08-00)
Approved for use through 10/31/2002. OMB 0651-0031
U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

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Docket No. 1-15478

STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: Dirk Joedicke et al.

Application No./Patent No.: 09/914,082 Filed/Issue Date: _____

Entitled: ELECTROCHROMIC ELEMENT

Flabeg GmbH & Co. KG, a German company

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.
The extent (by, percentage) of its ownership interest is _____ %

in the patent application/patent identified above by virtue of either:

- A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

- B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

2. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

3. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☒ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

X 02.07.2002
Date
July 2, 2002

X Dr. Hartmut Wittkopf
Typed or printed name
X [Signature]
Signature
Head of Research & Development
X authorized repr. p+l
Head of Research and Title Development

Certificate under 37 CFR 1.10 of Mailing by "Express Mail"

EL 469907073 US

"Express Mail" label number

March 11, 2002

Date of Deposit

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Kathleen J. Moore

Signature of person mailing correspondence

Kathleen J. Moore

Typed or printed name of person mailing correspondence

Note: Each paper must have its own certificate of mailing by "Express Mail".

RESPONSE TO NOTIFICATION OF MISSING REQUIREMENTS UNDER 35 USC 371

USSN: 09/914,082

Int'l Appln No.: PCT/DE00/00553 filed 24 February 2000

Inventors: Dirk Joedicke et al.

Assignee: Elabeg GmbH

Attorneys: Marshall & Melhorn, LLC

Attorney Docket No.: 1-15478

ALL-STATE LEGAL®

APPENDIX A

1-15478

"Express Mail" Label Number EL 469907073 US

I hereby certify that this correspondence is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on March 11, 2002 and is addressed to the Commissioner for Patents, Box PCT, U.S. Patent and Trademark Office, Washington, D.C. 20231.

Kathleen J. Moore
(Signature of person mailing correspondence)

Kathleen J. Moore
(Typed name of person mailing correspondence)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:]	
DIRK JOEDICKE, HANS-JOACHIM]	
BECKER, VOLKER GUMPRICH and]	Group Art Unit:
RICHARD BATCHELOR]	
Serial No. 09/914,082]	
Filed:]	Examiner:
Filing Under 35 U.S.C. 371 in the DO/EO/US]	
off PCT/DE00/00553 filed 24 February 2000]	
For: ELECTROCHROMIC ELEMENT]	Attorney Docket: 1-15478

Commissioner for Patents
Box PCT
United States Patent and Trademark Office
Washington, D.C. 20231

APPENDIX A
STATEMENT OF FACTS BY ORIGINALLY NAMED INVENTORS
AND INVENTOR BEING ADDED UNDER 37 CFR § 1.48

Honorable Sir:

DIRK JOEDICKE, HANS-JOACHIM BECKER, VOLKER GUMPRICH, the originally named inventors, in accordance with the requirements of 37 CFR § 1.48, declare that:

The above-identified invention of "Electrochromic Element" was developed jointly by DIRK JOEDICKE, HANS-JOACHIM BECKER, VOLKER GUMPRICH and RICHARD BATCHELOR.

RICHARD BATCHELOR contributed to the conception and reduction to practice of the claimed subject matter of the present invention and hereby states that the inventorship error occurred without deceptive intention.

Dirk Joedicke, Hans-Joachim Becker and Volker Gumprich believed that the concept & development of the claimed invention was attributable solely to themselves, and acted accordingly without deceptive intent. Messrs. Joedicke, Becker and Gumprich were subsequently apprised that they were in error, and that the contribution of RICHARD BATCHELOR is sufficient to make him a co-inventor, with which Messrs. Joedicke, Becker & Gumprich now concur.

DIRK JOEDICKE, HANS-JOACHIM BECKER, VOLKER GUMPRICH and RICHARD BATCHELOR, each individually declare that:

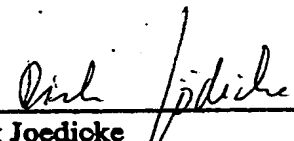
All statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

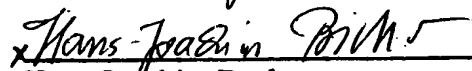
x 01.03.2002
Date

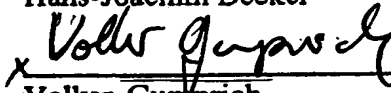
x 15.2.2002
Date

x 20.2.2002
Date

x 28 February 2002
Date

x 
Dirk Joedicke

x 
Hans-Joachim Becker

x 
Volker Gumprich

x 
Richard Batchelor

"Express Mail" Label Number EL 469907515 US

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Kathleen J. Moore
(Signature of person mailing correspondence)

Kathleen J. Moore
(Typed name of person mailing correspondence)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:]	
DIRK JOEDICKE, HANS-JOACHIM BECKER,]	
VOLKER GRUMPICH & RICHARD BATCHELOR]	Group Art Unit:
]	
Serial No. 09/914,082 - Filing Under 35 USC 371]	Examiner:
of PCT/DE00/00553 filed 24 February 2000]	
]	
For: ELECTROCHROMIC ELEMENT]	Attorney Docket: 1-15478

July 23, 2002

Commissioner for Patents, Box PCT
United States Patent and Trademark Office
Washington, D.C. 20231

APPENDIX D
CONSENT OF ASSIGNEE TO ADD JOINT INVENTOR TO PATENT APPLICATION

Honorable Sir:

FLABEG GmbH & Co. KG, the Assignee of the captioned application filed in the names of DIRK JOEDICKE, HANS-JOACHIM BECKER and VOLKER GRUMPICH, consents to the addition of RICHARD BATCHELOR as co-inventor in said application. I, Dr. Hartmut Wittkopf, Head of Research and Development, have authority to represent and act on behalf of the Assignee, as verified in the attached "Authorization" (Attachment C), along with English translation of same, which was executed by Officers of FLABEG GmbH & Co. KG. Ownership of the captioned application by the Assignee, FLABEG GmbH & Co. KG, is further established by the documentation and chain of title enclosed herewith: Authorization of Agent and Statement Under 37 CFR 3.73(b) with copies of chain of title documents including the Excerpt of Commercial Register of Merger of FLABEG GmbH with FLABEG GmbH & Co. KG and the Merger Contract (with English translations), the originals of which are being submitted concurrently herewith for Recordation, and copies of the fully executed Combined Declaration and Power of Attorney document

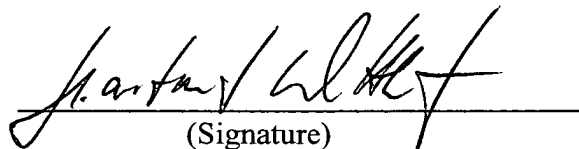
(Attachment A) and Assignment (Attachment B), both of which have been executed by all three of the original inventors, DIRK JOEDICKE, HANS-JOACHIM BECKER and VOLKER GRUMPICH, as well as the above-named co-inventor, RICHARD BATCHELOR.

The original executed Combined Declaration and Power of Attorney document was submitted to the U.S. Patent and Trademark Office, PCT Branch, on March 11, 2002, in Response to the Notification of Missing Requirements and the original Assignment was filed for recordation in the U.S. Patent and Trademark Office on March 11, 2002.

Ownership of the above-identified application by the Assignee is further established by the enclosed Power of Attorney/Authorization of Agent with "Statement Under 37 CFR 3.73(b)".

Date: Furth im Wald, 02.07.2002
July 2, 2002

FLABEG GMBH & CO. KG


(Signature)

Typed Name: Dr. Hartmut Wittkopf

Title: authorized representative for
patents and licences
Head of Research and Development

Form PTO-1595
(Rev. 03/01) File 1-15478
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings ⇌ ⇌ ⇌

RECORDATION FORM COVER SHEET
PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

1. DIRK JOEDICKE
2. HANS-JOACHIM BECKER
3. VOLKER GUMPRICH
4. RICHARD BATCHELOR

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

1. NOVEMBER 7, 2001
2. NOVEMBER 9, 2001
3. OCTOBER 30, 2001

Execution Date: 4. DECEMBER 6, 2001

2. Name and address of receiving party(ies)

Name: FLABEG GMBH

Internal Address: _____

Street Address: SIEMENSSTRASSE 3,
D-90766 FURTH, GERMANY

City: _____ State: _____ Zip: _____

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

09/914,082

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: MARSHALL & MELHORN, LLC

PHILLIP S. OBERLIN

Internal Address: _____

Street Address: FOUR SEAGATE - 8TH FLOOR

City: TOLEDO State: OHIO Zip: 43604

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

DONALD A. SCHURR, Reg.No. 34,247
Name of Person Signing

Signature

MARCH 11, 2002
Date

Total number of pages including cover sheet, attachments, and documents: 7

Attorney's Docket No. 1-15478

PATENT

For: ☒ U.S. and/or ☐ Foreign Rights
For: ☒ U.S. Application or
☐ U.S. Provisional Application
For: ☐ U.S. Patent
For: ☐ PCT Application
By: ☒ Inventor(s) or ☐ Present Owner

ASSIGNMENT OF INVENTION

In consideration of the payment by ASSIGNEE to ASSIGNOR of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration,

ASSIGNOR:

Inventor(s) or person(s) or
entity(ies) who own the
invention

DIRK JOEDICKE

(type or print name(s) of ASSIGNOR(S))

KOEHLERWEG 4B,

Address

D-93437 FURTH IM WALD, GERMANY

GERMANY

Nationality

*(if assignment is by person or entity to whom invention was previously assigned
and this was recorded in PTO, add the following)*

Recorded on _____

Reel _____

Frame _____

hereby sells, assigns and transfers to

ASSIGNEE:

FLABEG GMBH

(type or print name(s) of ASSIGNEE(S))

SIEMENSSTRASSE 3

Address

D-90766 FURTH, GERMANY

GERMANY

Nationality

and the successors, assigns and legal representatives of the ASSIGNEE

Attorney's Docket N .

1-15478

PATENT

For: ☒ U.S. and/or ☐ Foreign Rights
For: ☒ U.S. Application or
☐ U.S. Provisional Application
For: ☐ U.S. Patent
For: ☐ PCT Application
By: ☒ Inventor(s) or ☐ Present Owner

ASSIGNMENT OF INVENTION

In consideration of the payment by ASSIGNEE to ASSIGNOR of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration,

ASSIGNOR:

Inventor(s) or person(s) or
entity(ies) who own the
invention

HANS-JOACHIM BECKER

(type or print name(s) of ASSIGNOR(S))

HIMMELACKERRING 10

Address

D-91459 MARKT ERLBACH, GERMANY

GERMANY

Nationality

*(if assignment is by person or entity to whom invention was previously assigned
and this was recorded in PTO, add the following)*

Recorded on _____

Reel _____

Frame _____

hereby sells, assigns and transfers to

ASSIGNEE:

FLABEG GMBH

(type or print name(s) of ASSIGNEE(S))

SIEMENSSTRASSE 3

Address

D-90766 FURTH, GERMANY

GERMANY

Nationality

and the successors, assigns and legal representatives of the ASSIGNEE

Attorney's Docket No. 1-15478

PATENT

For: ☒ U.S. and/or ☐ Foreign Rights
For: ☒ U.S. Application or
☐ U.S. Provisional Application
For: ☐ U.S. Patent
For: ☐ PCT Application
By: ☒ Inventor(s) or ☐ Present Owner

ASSIGNMENT OF INVENTION

In consideration of the payment by ASSIGNEE to ASSIGNOR of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration,

ASSIGNOR:

Inventor(s) or person(s) or
entity(ies) who own the
invention

VOLKER GUMPRICH

(type or print name(s) of ASSIGNOR(S))

Berghauschensweg 242

Address

D-41468 Neuss, Germany

GERMANY

Nationality

*(if assignment is by person or entity to whom invention was previously assigned
and this was recorded in PTO, add the following)*

Recorded on _____ Reel _____
Frame _____

hereby sells, assigns and transfers to

ASSIGNEE:

FLABEG GMBH

(type or print name(s) of ASSIGNEE(S))

SIEMENSSTRASSE 3

Address

D-90766 FURTH, GERMANY

GERMANY

Nationality

and the successors, assigns and legal representatives of the ASSIGNEE

Attorney's Docket No. 1-15478

PATENT

For: ☒ U.S. and/or ☐ Foreign Rights
For: ☒ U.S. Application or
- ☐ U.S. Provisional Application
For: ☐ U.S. Patent
For: ☐ PCT Application
By: ☒ Inventor(s) or ☐ Present Owner

ASSIGNMENT OF INVENTION

In consideration of the payment by ASSIGNEE to ASSIGNOR of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration,

ASSIGNOR:

Inventor(s) or person(s) or
entity(ies) who own the
invention

RICHARD BATCHELOR

(type or print name(s) of ASSIGNOR(S))

39 Blundell Drive Southport

Address

Merseyside PR8 4RE Great Britain

Great Britain

Nationality

*(if assignment is by person or entity to whom invention was previously assigned
and this was recorded in PTO, add the following)*

Recorded on _____ Reel _____

Frame _____

hereby sells, assigns and transfers to

ASSIGNEE:

FLABEG GMBH

(type or print name(s) of ASSIGNEE(S))

SIEMENSSTRASSE 3

Address

D-90766 FURTH, GERMANY

GERMANY

Nationality

and the successors, assigns and legal representatives of the ASSIGNEE

(complete one of the following)

- ☒ the entire right, title and interest
☐ an undivided _____ percent (_____%) interest
for the United States and its territorial possessions

(check the following box, if foreign rights are also to be assigned)

- ☐ and in all foreign countries, including all rights to claim priority,
in and to any and all improvements which are disclosed in the invention entitled:
ELECTROCHROMIC ELEMENT

Name of inventor(s) DIRK JOEDICKE, HANS-JOACHIM BECKER,
VOLKER GUMPRICH and RICHARD BATCHELOR

(check and complete (a), (b), (c), (d), (e), (f) or (g))

and which is found in

- (a) ☐ U.S. patent application executed on even date herewith
(b) ☐ U.S. patent application executed on _____
(c) ☐ U.S. provisional application naming the above inventor(s) for the above-entitled invention.
☐ Express mail label no.: _____
Mailed: _____
☐ To comply with 37 CFR 3.21 for recordal of this assignment, I, an ASSIGNOR signing below, hereby authorize and request my attorney to insert below the filing date and application number when they become known.
(d) ☒ U.S. application no. 09 / 914,082
filed on _____ under 35 USC 371, off
(e) ☒ International application no. PCT/DE00/00553 filed/ 24 February 2000.
(f) ☐ U.S. patent no. _____ issued _____
☐ A change of address to which correspondence is to be sent regarding patent maintenance fees is being sent separately.

(also check (g), if foreign application(s) is also being assigned)

- (g) ☐ and any legal equivalent thereof in a foreign country, including the right to claim priority

and, in and to, all Letters Patent to be obtained for said invention by the above application or any continuation, division, renewal, or substitute thereof, and as to letters patent any reissue or re-examination thereof

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment;

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

IN WITNESS WHEREOF, I/We have hereunto set hand and seal this _____ day
of _____
Date of signing

WARNING: The date of signing must be the same as the date of execution of the application, if item (a) was checked above.

Date: X 07.11.2001
November 7, 2001

Date: X 9.11.2001
November 9, 2001

Date: X 30.10.2001
October 30, 2001

X Joedicke
Signature of ASSIGNOR(S) DIRK JOEDICKE
X Hans-Joachim Becker
HANS-JOACHIM BECKER
X Volker Gumplich
VOLKER GUMPLICH

(if ASSIGNOR is a legal entity, complete the following information)

(type or print the name of the above person
authorized to sign on behalf of ASSIGNOR)

Title

NOTE: No witnessing, notarization or legalization is necessary. If the assignment is notarized or legalized, then it will only be prima facie evidence of execution. 35 USC 261. Use next page if notarization is desired.

☐ Notarization or Legalization Page Added.

(Assignment of Invention [16-3]—page 6 of 6)

Date: X 6 December
December 6, 2001

X R.A. Batchelor
RICHARD BATCHELOR

I hereby claim foreign priority benefits under Title 35, United States Code, §119 of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed:

Prior Foreign Application(s)			Priority Claimed	
199 08 737.7	Germany	01 March 1999	XX	
(Number)	(Country)	(Day/Month/Year Filed)	Yes	No
(Number)	(Country)	(Day/Month/Year Filed)	Yes	No

I hereby claim the benefit under Title 35, United States Code, §120 of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, §112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, §1.56 which became available between the filing date of the prior application and the national or PCT international filing date of this application:

(Application No.)	(Filing Date)	(Status)
		(patented, pending, abandoned)
(Application No.)	(Filing Date)	(Status)
		(patented, pending, abandoned)

I hereby appoint the following attorney(s) and/or agent(s) to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith with full power of substitution and revocation: Phillip S. Oberlin, Reg. No. 19,066; D. Edward Dolgorukov, Reg. No. 26,266; Donald A. Schurr, Reg. No. 34,247; Mark A. Hixon, Reg. No. 44,766; Stephen P. Evans, Reg. No. 47,281; and Angelica M. Colwell, Reg. No. 46,637. Address all telephone calls to Phillip S. Oberlin at telephone number (419) 249-7149. Address all correspondence to MARSHALL & MELHORN, LLC, Four Seagate - 8th Floor, Toledo, Ohio 43604, Attention: Phillip S. Oberlin.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full name of sole or first inventor DIRK JOEDICKE
Inventor's signature *Dirk Joedicke* Date 07.11.2001
November 7, 2001
Residence Koehlerweg 4B, D-93437 Furth im Wald, Germany
Citizenship Germany Post Office Address same as above

Full name of second joint inventor, if any HANS-JOACHIM BECKER
Second inventor's signature *HJ Becker* Date 9.11.2001
November 9, 2001
Residence Himmelackerring 10, D-91459 Markt Erlbach, Germany
Citizenship Germany Post Office Address same as above

Full name of third joint inventor, if any VOLKER GUMPRICH
Third inventor's signature *Volker Gumplich* Date 30.10.2001
October 30, 2001
Residence Berghäuschensweg 242, D-41468 Neuss, Germany
Citizenship Germany Post Office Address same as above

Full name of fourth joint inventor, if any RICHARD BATCHELOR
Fourth inventor's signature *R.A. Batchelor* Date 6.12.2001
December 6, 2001
Residence 39 Blundell Drive Southport, Merseyside PR8 4RE Great Britain
Citizenship Great Britain Post Office Address same as above

Full name of fifth joint inventor, if any _____
Fifth inventor's signature _____ Date _____
Residence _____
Citizenship _____ Post Office Address _____

Full name of sixth joint inventor, if any _____
Sixth inventor's signature _____ Date _____
Residence _____
Citizenship _____ Post Office Address _____

Authorization

I. Determinations

1. In the commercial register of the district court Fürth/Bayern, HRB 369, the company was registered as the firm FLABEG GmbH in former times.
2. The FLABEG GmbH lapsed by merger with the FLABEG GmbH & Co. KG, also registered in the commercial register of the district court Fürth/Bayern, HRA 7271. The constitutive registration was effective on September 19, 2000.
3. The general-partner-GmbH of the FLABEG GmbH & Co. KG is the FLABEG Vermögensverwaltungs GmbH, registered in the commercial register of the district court Gelsenkirchen, HRB 2683.
4. The general managers of the FLABEG Vermögensverwaltungs GmbH are Jörg Schulte-Eckel and Gerd Mangels.

II. Authorization

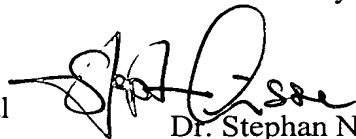
As the representatives of the FLABEG Vermögensverwaltungs GmbH, and the latter in turn acting for the FLABEG GmbH & Co. KG, the undersigned, authorize

Mr.
Dr. Hartmut Wittkopf
commercial residence: FLABEG Holding GmbH (henceforth: FLABEG GmbH & Co. KG)

to represent the FLABEG GmbH & Co. KG for the following matters:

1. Acting on behalf of the FLABEG GmbH & Co. KG in matters of industrial property rights; i.e. in particular in matters of patents and trademarks.
2. The authorized is entitled for sole representation in the above mentioned matters.
3. In particular, in this context, he is entitled, to represent the company before public and administrative authorities as well as in proceedings.
4. The authorization extends in particular also to the conclusion of contracts, as well as to issuing and accepting of legal statements which are necessary to execute this authorization.
5. The authorized will execute this authorization with due diligence of a respectable merchandiser.

translation by



Dr. Stephan Nüsse

authorization Dr. Wittkopf, October 11, 2000, patents et al

6. The authorization is in force until revocation toward the authorized.
7. The authorized is entitled to give delegated authority in written form within a respective extend. Therefrom he will inform the undersigned.

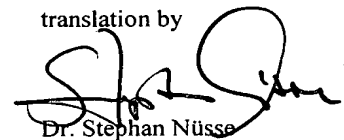
Fürth, on October 11./16. 2000

FLABEG GmbH & Co. KG
by: FLABEG Vermögensverwaltungs GmbH
- executive management -

Gerd Mangels	Jörg Schulte-Eckel
general manager	general manager

authorization Dr. Wittkopf, October 11, 2000, patents et al

translation by



Dr. Stephan Nüsse

Vollmacht

I. Feststellungen

1. Beim Handelsregister des Amtsgerichts Fürth/Bayern, HRB 369, war vormalig eingetragen die Gesellschaft unter der Firma FLABEG GmbH.
2. Die FLABEG GmbH ist durch Verschmelzung mit der FLABEG GmbH & Co. KG, ebenfalls eingetragen beim Handelsregister des Amtsgerichts Fürth/Bayern, HRA 7271, erloschen. Die konstitutive Eintragung erfolgte am 19.09.2000.
3. Komplementär-GmbH der FLABEG GmbH & Co. KG ist die FLABEG Vermögensverwaltungs GmbH, eingetragen beim Handelsregister des Amtsgerichts Gelsenkirchen, HRB 2683.
4. Geschäftsführer der FLABEG Vermögensverwaltungs GmbH sind Jörg Schulte-Eckel und Gerd Mangels.

II. Vollmacht

Die Unterzeichner als Vertreter der FLABEG Vermögensverwaltungs GmbH und diese wiederum in Vertretung der FLABEG GmbH & Co. KG bevollmächtigen

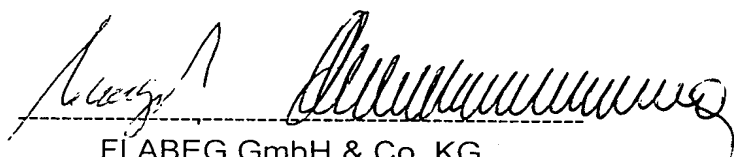
Herrn
Dr. Hartmut Wittkopf,
geschäftsansässig: FLABEG Holding GmbH (künftig: FLABEG
GmbH & Co. KG)

zur Vertretung der FLABEG GmbH & Co. KG in folgenden Angelegenheiten:

1. Wahrnehmung der Interessen der FLABEG GmbH & Co. KG in Schutzrechtsangelegenheiten; d.h. insbesondere in Patent-, Warenzeichenfragen.
2. Der Bevollmächtigte ist in vg. Angelegenheiten zur Alleinvertretung berechtigt.

3. Er ist in diesem Zusammenhang insbesondere auch berechtigt, die Gesellschaft vor Behörden und Ämtern sowie bei Verhandlungen zu vertreten.
4. Die Vollmacht erstreckt sich insbesondere auch auf den Abschluss von Verträgen, sowie die Abgabe und Entgegennahme von Willenserklärungen, die zum Vollzug dieser Vollmacht erforderlich sind.
5. Der Bevollmächtigte wird die Vollmacht mit der Sorgfalt eines ordentlichen Kaufmanns ausüben.
6. Die Vollmacht ist gültig bis auf Widerruf gegenüber dem Bevollmächtigten.
7. Der Bevollmächtigte ist berechtigt, schriftliche Untervollmacht in entsprechendem Umfang zu erteilen. Hierüber wird er die Unterzeichner unterrichten.

Fürth, den 11./16.10.00



FLABEG GmbH & Co. KG
durch: FLABEG Vermögensverwaltungs GmbH
- Geschäftsführung -

Gerd Mangels

Jörg Schulte-Eckel

Geschäftsführer

Geschäftsführer

Legal document

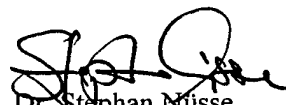
prepared by

Dr. Heinz-Dieter Heescher,

Notary Public

in Gelsenkirchen

translation by


Dr. Stephan Nüsse

Certified photocopy

Dr. Heinz-Dieter Heescher,

Notary Public

in Gelsenkirchen

I hereby certify that the following photocopy is a true and correct copy of the original being in my hand.

Gelsenkirchen, 02.08.2000

Notary Public

translation by


Dr. Stephan Nüsse

No. 584 of the document register for 2000

Negotiated
at Gelsenkirchen on 31 July 2000.

In the presence of I, the undersigned,
Dr. Heinz-Dieter Heescher, notary public
in Gelsenkirchen

the following persons appeared today:

- 1.) Frau Kathrin Hoffmann, acting on the basis of the notarial power of attorney of 21.07.2000 UR no. 1447/2000 of Dr. Jungkuntz, notary public, on behalf of the company of FLABEG GmbH, entered in the Commercial Register of the Amtsgericht Fürth (local first-instance court) under number HRB 369. The power of attorney was submitted in its original form at the time of authentication.
- hereinafter transferring legal entity (assignor) -
- 2.) Herr Gerd Mangels and Herr Heinz Peter Breuer, both commercially resident at Auf der Reihe 2, D-45884 Gelsenkirchen, Germany, and trading as joint general managers acting on behalf of the company of CTXL Zwölfte Vermögensverwaltung GmbH, the corporate name having been changed to FLABEG Vermögensverwaltung GmbH, this in turn trading in its capacity as general partner for the company of FLABEG GmbH & Co. KG.
- hereinafter acquiring legal entity (assignee) -

The persons present are personally known to the notary public.
The notary public enquired about a prior engagement in accordance with § 3 paragraph 1, no. 7 BeurkG (the law governing authentication).
Those involved responded in the negative.

translation by


Dr. Stephan Nüsse

The attending persons requested the authentication of the following

Contract of Merger

between

FLABEG GmbH & Co. KG

and

FLABEG GmbH

They declared:

translation by



Dr. Stephan Nüsse

I.

DETERMINATIONS

- 1.1 The company of CTXL Fünfzehnte Vermögensverwaltung GmbH, Amtsgericht Charlottenburg, HRB 74512, as limited partner, and the company of CTXL Zwölfte Vermögensverwaltung GmbH, Amtsgericht Charlottenburg, HRB 74513, as general partner, are the sole associated partners of

FLABEG GmbH & Co. KG

- hereinafter referred to as "acquiring legal entity" (assignee)-

registered in the Commercial Register of the Amtsgericht Charlottenburg under number HRA 30924 with a subscribed registered limited liability capital in the amount of

1,000 euro

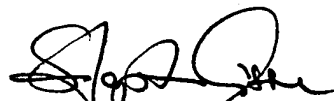
(in words: one thousand euro)

- 1.2 a) Via notarial decision UR no. 125/2000 made by Dr. Felix Enneking, notary public of Berlin, on 27.03.2000, the CTXL Fünfzehnte Vermögensverwaltung GmbH has changed its articles of memorandum and association and, in particular, has relocated its principle place of business to Gelsenkirchen as well as changing the name of firm to

FLABEG Holding GmbH.

The registration of change has been notified, however, the transcription has not yet become effective in the Commercial Register of Gelsenkirchen.

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- b) Via notarial decision UR no. 369/2000 made by Dr. Heinz-Dieter Heescher, notary public of Gelsenkirchen, on 09.05.2000, the CTXL Zwölfte Vermögensverwaltung GmbH has changed its articles of memorandum and association and, in particular, has relocated its principle place of business to Gelsenkirchen as well as changing the name of firm to

FLABEG Vermögensverwaltung GmbH.

The registration of change has been notified, however, the transcription has not yet become effective in the Commercial Register of Gelsenkirchen.

- c) Via application UR no. 453/2000 filed by Dr. Heinz-Dieter Heescher, notary public of Gelsenkirchen, on 31.05.2000, the FLABEG GmbH & Co. KG has registered the relocation of its principle place of business to Gelsenkirchen as well as an increase of the limited partner's capital contribution to 1,000,000 euro. The transcription has not yet become effective in the Commercial Register.

2. The FLABEG GmbH & Co. KG is the sole associated partner of

FLABEG GmbH


- hereinafter referred to as "transferring legal entity" (assignor) -

registered at the Amtsgericht Fürth/Bavaria under number HRB 369 with a share capital in the amount of

16,000,000 DM

(in words: sixteen million German Marks)

translation by


Dr. Stephan Nüsse

3. The limited liability capital and the share capital respectively of the participating legal entities are paid up in full.
4. The acquiring legal entity and the transferring legal entity have a works council and a central works council respectively.

II:

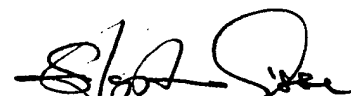
CONTRACT OF MERGER

§1

Transfer of assets

1. For the purpose of the merger the transferring legal entity shall transfer its assets in their entirety including all rights and obligations with the exclusion of liquidation in accordance with §2 no. 1 UmwG (Conversion Law) to the acquiring legal entity (merger by incorporation).
2. The merger shall be based on the balance sheet of the transferring legal entity as of 31.03.2000, which shall be considered as the final balance sheet.
3. The assets of the transferring legal entity shall be transferred internally as of 01.04.2000, 00.00 (merger cut-off date); from this point onwards all actions and transactions of the transferring legal entity shall be considered as being made on the account of the acquiring legal entity.

translation by


Dr. Stephan Nüsse

§2

Implementation of the merger

The FLABEG GmbH & Co. KG (acquiring legal entity) is the sole associated partner of the transferring legal entity. Thus, the merger shall take place with no capital increase or issue of shares to the acquiring legal entity (in accordance with § 20 paragraph (1) no. 3 UmwG in conjunction with § 5 paragraph (2) UmwG).

§ 3

Rights of individual shareholders

The FLABEG GmbH & Co. KG shall grant no special rights to individual shareholders or holders of special rights in the transferring company.

No special measures are planned (§ 5 paragraph (1) no. 7 UmwG)

§ 4

Special advantages

No special advantages shall be granted to members of a representative or supervisory body of the legal entities involved in the merger, nor to a managerial associated partner, a statutory auditor or a merger auditor (§ 5 paragraph (1) no. 8 UmwG).

§ 5

Consequences of the merger for the employees and their representatives

1. In principle, existing pension entitlements of those employees of the transferring legal entity already in retirement, or the corresponding legal entitlements to future pension payments, shall be transferred to the acquiring legal entity by virtue of universal succession.

translation by


Dr. Stephan Nüsse

2. The local works council of the transferring legal entity at the locations of Fürth/Bavaria and Furth i.W. shall remain in place.
The acquiring legal entity has already constituted a central works council.
3. Existing contracts of employment shall be transferred to the acquiring legal entity by virtue of universal succession.
4. The tariff integration will not change, as both legal entities involved are subject to the same tariff agreement.

§ 6

Legal status in the acquiring legal entity

The FLABEG GmbH & Co. KG (acquiring legal entity) is the sole associated partner of the FLABEG GmbH (transferring legal entity). The transferring legal entity has no outside associated partners.

Thus, according to the purpose and objective, § 40 paragraph (1) and paragraph (2) UmwG do not apply.

§ 7

Costs and taxes

The costs and taxes accrued as a result of this contract and its execution shall be borne by the acquiring legal entity. Should the merger fail, the costs shall be borne equally by both contractual partners.

translation by


Dr. Stephan Nüsse

The above negotiation was read out to the attending persons in the presence of the notary public, was approved by the former, and was then signed personally by each of them as well as by the notary public as follows:

Kathrin Hoffmann

Peter Breuer

Gerd Mangels

Dr. Heinz-Dieter Heescher Notary Public

translation by



Dr. Stephan Nüsse



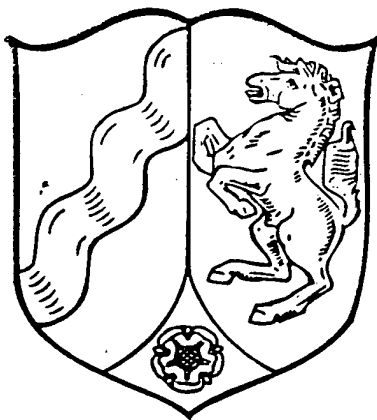
Urkunde

des Notars

Dr. Heinz-Dieter Heescher

in Gelsenkirchen

Beglaubigte Ablichtung



Notar

Dr. Heinz-Dieter Heescher

in Gelsenkirchen

Hiermit beglaubige ich die Übereinstimmung der nachfolgenden Ablichtung mit der mir vorliegenden Urschrift.

Gelsenkirchen, den 02. 03. 2000

A handwritten signature in black ink, consisting of a stylized 'H' followed by a cursive 'D' and 'H'.

Notar

Nr. 584 der Urkundenrolle für 2000

Verhandelt

zu Gelsenkirchen am 31. Juli 2000

Vor mir, dem unterzeichneten Notar

Dr. Heinz-Dieter Heescher

in Gelsenkirchen

erschieden heute:

1.) Frau Kathrin Hoffmann, handelnd aufgrund notarieller Vollmacht vom 21.07.2000 UR-Nr. 1447/2000 des Notars Dr. Jungkuz für die FLABEG GmbH, eingetragen im Handelsregister des Amtsgerichts Fürth unter HRB 369. Die Vollmacht lag im Original bei der Beurkundung vor.

- im folgenden übertragender Rechtsträger -

2.) Herr Gerd Mangels und Herr Heinz Peter Brauer, beide geschäftsansässig Auf der Reihe 2, 45884 Gelsenkirchen, handelnd als gemeinsam vertretungsbe-rechtigte Geschäftsführer der CTXL Zwölfte Vermögensverwaltung GmbH, umfirmiert in FLABEG Vermögensverwaltungs GmbH, diese wiederum handelnd in ihrer Eigenschaft als Komplementärin für die FLABEG GmbH & Co. KG.

- im folgenden übernehmender Rechtsträger -

Die Erschienenen sind dem Notar von Person bekannt.

Der Notar fragte nach einer Vorbefassung im Sinne von § 3 Abs. 1 Nr. 7 BeurkG.

Sie wurde von den Beteiligten verneint.

Die Erschienenen baten um Beurkundung des nachfolgenden

Verschmelzungsvertrages

zwischen

der FLABEG GmbH & Co. KG,

und

der FLABEG GmbH

Sie erklären:

I.

FESTSTELLUNGEN

- 1.1 Die Gesellschaft CTXL Fünfzehnte Vermögensverwaltung GmbH, Amtsgericht Charlottenburg, HRB 74512, als Kommanditistin und die Gesellschaft CTXL Zwölfte Vermögensverwaltung GmbH, Amtsgericht Charlottenburg, HRB 74513, als Komplementärin, sind die alleinigen Gesellschafter der

FLABEG GmbH & Co. KG

- nachstehend "übernehmender Rechtsträger" genannt -

eingetragen im Handelsregister des Amtsgerichtes Charlottenburg unter HRA 30924 mit einem eingetragenen Kommanditkapital i. H. v.

1.000,-- EURO

(in Worten: Eintausend EURO)

- 1.2 a) Die CTXL Fünfzehnte Vermögensverwaltung GmbH hat durch notariellen Beschluss vom 27.03.2000, Notar Dr. Felix Enneking, Berlin, UR-Nr. 125/2000, die Satzung geändert und insbesondere den Sitz nach Gelsenkirchen verlegt sowie die Firma geändert in

FLABEG Holding GmbH.

Die Eintragung der Änderungen ist beantragt, die Umschreibung im Handelsregister Gelsenkirchen ist noch nicht erfolgt.

- b) Die CTXL Zwölfte Vermögensverwaltung GmbH hat durch notariellen Beschluss vom 09.05.2000, Notar Dr. Heinz-Dieter Heescher, Gelsenkirchen, UR-Nr. 369/2000, die Satzung geändert und insbesondere den Sitz nach Gelsenkirchen verlegt sowie die Firma geändert in

FLABEG Vermögensverwaltungs GmbH.

Die Eintragung der Änderung ist beantragt, die Umschreibung im Handelsregister Gelsenkirchen ist noch nicht erfolgt.

- c) Die FLABEG GmbH & Co. KG hat mit Anmeldung vom 31.05.2000, Notar Dr. Heinz-Dieter Heescher, Gelsenkirchen, UR-Nr. 453/2000, die Sitzverlegung nach Gelsenkirchen sowie die Erhöhung der Kommanditeinlage auf 1.000.000,-- EURO angemeldet. Die Umschreibung im Handelsregister ist noch nicht erfolgt.

2. Die FLABEG GmbH & Co. KG ist die alleinige Gesellschafterin der

FLABEG GmbH,

- nachstehend "übertragender Rechtsträger" genannt -

eingetragen beim Amtsgericht Fürth/Bayern unter HRB 369 mit einem Stammkapital in Höhe von

16.000.000,-- DM

(in Worten: Sechzehn Millionen Deutsche Mark)

3. Das Kommandit- bzw. das Stammkapital der beteiligten Rechtsträger ist jeweils voll eingezahlt.

4. Bei dem übernehmenden Rechtsträger und bei dem übertragenden Rechtsträger besteht ein Betriebsrat bzw. Gesamtbetriebsrat.

II.

VERSCHMELZUNGSVERTRAG

§ 1

Vermögensübertragung

1. Zum Zwecke der Verschmelzung überträgt der übertragende Rechtsträger sein Vermögen als Ganzes mit allen Rechten und Pflichten unter Ausschluß der Abwicklung gem. § 2 Nr. 1 UmwG auf den übernehmenden Rechtsträger (Verschmelzung durch Aufnahme).
2. Der Verschmelzung wird die Bilanz des übertragenden Rechtsträgers zum 31.03.2000 als Schlußbilanz zugrundegelegt.
3. Die Übernahme des Vermögens des übertragenden Rechtsträgers erfolgt im Innenverhältnis mit Wirkung zum 01.04.2000, 00.00 Uhr (Verschmelzungstichtag); von diesem Zeitpunkt an gelten alle Handlungen und Geschäfte des übertragenden Rechtsträgers als für Rechnung des übernehmenden Rechtsträgers vorgenommen.

§ 2

Durchführung der Verschmelzung

Die FLABEG GmbH & Co. KG (übernehmender Rechtsträger) ist die alleinige Gesellschafterin des übertragenden Rechtsträgers. Daher erfolgt die Verschmelzung ohne Kapitalerhöhung und ohne Gewährung von Anteilen an dem übernehmenden Rechtsträger (entsprechend § 20 Abs. (1) Nr. 3 UmwG i. V. m. § 5 Abs. (2) UmwG).

§ 3

Rechte einzelner Anteilsinhaber

Die FLABEG GmbH & Co. KG gewährt einzelnen Anteilsinhabern oder Inhabern besonderer Rechte der übertragenden Gesellschaft keine Sonderrechte.

Besondere Maßnahmen sind nicht vorgesehen. (§ 5 Abs. (1) Nr. 7 UmwG)

§ 4

Besondere Vorteile

Mitgliedern eines Vertretungsorgans oder eines Aufsichtsorgans der an der Verschmelzung beteiligten Rechtsträger, einem geschäftsführenden Gesellschafter, einem Abschlußprüfer oder einem Verschmelzungsprüfer werden keine besonderen Vorteile gewährt. (§ 5 Abs. (1) Nr. 8 UmwG)

§ 5

Folgen der Verschmelzung für die Arbeitnehmer und ihre Vertretungen

1. Bestehende Pensionsansprüche der im Ruhestand befindlichen Arbeitnehmer des übertragenden Rechtsträgers bzw. entsprechende Anwartschaften gehen grds. Kraft Gesamtrechtsnachfolge auf den übernehmenden Rechtsträger über.

2. Der lokale Betriebsrat des übertragenden Rechtsträgers an den Standorten Fürth/Bayern und Furth i.W. bleibt erhalten.
Der übernehmende Rechtsträger hat bereits einen Gesamtbetriebsrat konstituiert.
3. Bestehende Arbeitsverträge gehen kraft Gesamtrechtsnachfolge auf den übernehmenden Rechtsträger über.
4. Die Tarifeinbindung ändert sich nicht, da beide beteiligten Rechtsträger demselben Tarifvertrag unterliegen.

§ 6

Rechtsstellung im übernehmenden Rechtsträger

Die FLABEG GmbH & Co. KG (übernehmender Rechtsträger) ist die alleinige Gesellschafterin der FLABEG GmbH (übertragender Rechtsträger). Aussenstehende Gesellschafter gibt es bei dem übertragenden Rechtsträger nicht.

§ 40 Abs. (1) und Abs. (2) UmwG findet daher dem Sinn und Zweck nach keine Anwendung.

§ 7

Kosten und Steuern

Die durch diesen Vertrag und seine Ausführung entstehenden Kosten und Steuern trägt der übernehmende Rechtsträger. Im Falle des Scheiterns der Verschmelzung werden die Kosten von den Vertragspartnern zu gleichen Anteilen getragen.

Die vorstehende Verhandlung wurde den Erschienenen in Gegenwart des Notars vorgelesen, von ihnen genehmigt und von ihnen sowie dem Notar wie folgt eigenhändig unterschrieben:

Kathrin Hoffmann

Peter Pöschel

Gert Jürgel

Dr. h. c. h. - Notar Dr. W. W. W.

Attorney's Docket No. 1-15478**PATENT**

For: ☒ U.S. and/or ☐ Foreign Rights
For: ☒ U.S. Application or
☐ U.S. Provisional Application
For: ☐ U.S. Patent
For: ☐ PCT Application
By: ☒ Inventor(s) or ☐ Present Owner

ASSIGNMENT OF INVENTION

In consideration of the payment by ASSIGNEE to ASSIGNOR of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration,

ASSIGNOR:

Inventor(s) or person(s) or
entity(ies) who own the
invention

DIRK JOEDICKE*(type or print name(s) of ASSIGNOR(S))*KOEHLERWEG 4B,AddressD-93437 FURTH IM WALD, GERMANYGERMANYNationality

*(if assignment is by person or entity to whom invention was previously assigned
and this was recorded in PTO, add the following)*

Recorded on _____**Reel** _____**Frame** _____

hereby sells, assigns and transfers to

ASSIGNEE:FLABEG GMBH*(type or print name(s) of ASSIGNEE(S))*SIEMENSSTRASSE 3AddressD-90766 FURTH, GERMANYGERMANYNationality

and the successors, assigns and legal representatives of the ASSIGNEE

Attorney's Docket No. 1-15478

PATENT

For: ☒ U.S. and/or ☐ Foreign Rights
For: ☒ U.S. Application or
☐ U.S. Provisional Application
For: ☐ U.S. Patent
For: ☐ PCT Application
By: ☒ Inventor(s) or ☐ Present Owner

ASSIGNMENT OF INVENTION

In consideration of the payment by ASSIGNEE to ASSIGNOR of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration,

ASSIGNOR:

Inventor(s) or person(s) or
entity(ies) who own the
invention

HANS-JOACHIM BECKER
(type or print name(s) of ASSIGNOR(S))

HIMMELACKERRING 10

Address

D-91459 MARKT ERLBACH, GERMANY

GERMANY

Nationality

*(if assignment is by person or entity to whom invention was previously assigned
and this was recorded in PTO, add the following)*

Recorded on _____ Reel _____

Frame _____

hereby sells, assigns and transfers to

ASSIGNEE:

FLABEG GMBH

(type or print name(s) of ASSIGNEE(S))

SIEMENSSTRASSE 3

Address

D-90766 FURTH, GERMANY

GERMANY

Nationality

and the successors, assigns and legal representatives of the ASSIGNEE

Attorney's Dock t No. 1-15478

PATENT

For: ☒ U.S. and/or ☐ Foreign Rights
For: ☒ U.S. Application or
☐ U.S. Provisional Application
For: ☐ U.S. Patent
For: ☐ PCT Application
By: ☒ Inventor(s) or ☐ Present Owner

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ASSIGNOR:

Inventor(s) or person(s) or
entity(ies) who own the
invention

VOLKER GUMPRICH

(type or print name(s) of ASSIGNOR(S))

Berghauschensweg 242

Address

D-41468 Neuss, Germany

GERMANY

Nationality

*(if assignment is by person or entity to whom invention was previously assigned
and this was recorded in PTO, add the following)*

Recorded on _____

Reel _____

Frame _____

hereby sells, assigns and transfers to

ASSIGNEE:

FLABEG GMBH

(type or print name(s) of ASSIGNEE(S))

SIEMENSSTRASSE 3

Address

D-90766 FURTH, GERMANY

GERMANY

Nationality

and the successors, assigns and legal representatives of the ASSIGNEE

Attorney's Docket No. 1-15478

PATENT

For: ☒ U.S. and/or ☐ Foreign Rights
For: ☒ U.S. Application or
☐ U.S. Provisional Application
For: ☐ U.S. Patent
For: ☐ PCT Application
By: ☒ Inventor(s) or ☐ Present Owner

ASSIGNMENT OF INVENTION

In consideration of the payment by ASSIGNEE to ASSIGNOR of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration,

ASSIGNOR:

Inventor(s) or person(s) or
entity(ies) who own the
invention

RICHARD BATCHELOR

(type or print name(s) of ASSIGNOR(S))

39 Blundell Drive Southport

Address

Merseyside PR8 4RE Great Britain

Great Britain

Nationality

*(if assignment is by person or entity to whom invention was previously assigned
and this was recorded in PTO, add the following)*

Recorded on _____

Reel _____

Frame _____

hereby sells, assigns and transfers to

ASSIGNEE:

FLABEG GMBH

(type or print name(s) of ASSIGNEE(S))

SIEMENSSTRASSE 3

Address

D-90766 FURTH, GERMANY

GERMANY

Nationality

and the successors, assigns and legal representatives of the ASSIGNEE

(complete one of the following)

- ☒ the entire right, title and interest
☐ an undivided _____ percent (_____%) interest
for the United States and its territorial possessions

(check the following box, if foreign rights are also to be assigned)

- ☐ and in all foreign countries, including all rights to claim priority,
in and to any and all improvements which are disclosed in the invention entitled:
ELECTROCHROMIC ELEMENT

Name of inventor(s) DIRK JOEDICKE, HANS-JOACHIM BECKER,
VOLKER GUMPRICH and RICHARD BATCHELOR

(check and complete (a), (b), (c), (d), (e), (f) or (g))

and which is found in

- (a) ☐ U.S. patent application executed on even date herewith
(b) ☐ U.S. patent application executed on _____
(c) ☐ U.S. provisional application naming the above inventor(s) for the above-entitled invention.
☐ Express mail label no.: _____
Mailed: _____
☐ To comply with 37 CFR 3.21 for recordal of this assignment, I, an ASSIGNOR signing below, hereby authorize and request my attorney to insert below the filing date and application number when they become known.
(d) ☒ U.S. application no. 09 / 914,082
filed on _____ under 35 USC 371, off
(e) ☒ International application no. PCT/DE00/00553 filed/ 24 February 2000.
(f) ☐ U.S. patent no. _____ issued _____
☐ A change of address to which correspondence is to be sent regarding patent maintenance fees is being sent separately.

(also check (g), if foreign application(s) is also being assigned)

- (g) ☐ and any legal equivalent thereof in a foreign country, including the right to claim priority

and, in and to, all Letters Patent to be obtained for said invention by the above application or any continuation, division, renewal, or substitute thereof, and as to letters patent any reissue or re-examination thereof

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment;

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

IN WITNESS WHEREOF, I/We have hereunto set hand and seal this _____ day
of _____
Date of signing

WARNING: The date of signing must be the same as the date of execution of the application, if item (a) was checked above.

Date: X 07.11.2001
November 7, 2001

Date: X 9.11.2001
November 9, 2001

Date: X 30.10.2001
October 30, 2001

X Joedicke
Signature of ASSIGNOR(S) DIRK JOEDICKE

X Hans-Joachim Becker
HANS-JOACHIM BECKER

X Volker Gumplich
VOLKER GUMPLICH

(if ASSIGNOR is a legal entity, complete the following information)

(type or print the name of the above person
authorized to sign on behalf of ASSIGNOR)

Title

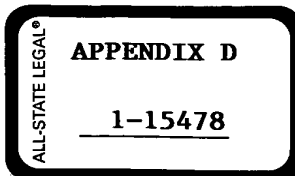
NOTE: No witnessing, notarization or legalization is necessary. If the assignment is notarized or legalized, then it will only be prima facie evidence of execution. 35 USC 261. Use next page if notarization is desired.

☐ Notarization or Legalization Page Added.

(Assignment of Invention [16-3]—page 6 of 6)

Date: X 6 December
December 6, 2001

X R. A. Batchelor
RICHARD BATCHELOR



1-15478

"Express Mail" Label Number EL 469907073 US

I hereby certify that this correspondence is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on March 11, 2002 and is addressed to the Commissioner for Patents, Box PCT, U.S. Patent and Trademark Office, Washington, D.C. 20231.

Kathleen J. Moore
(Signature of person mailing correspondence)
Kathleen J. Moore

(Typed name of person mailing correspondence)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:]	
DIRK JOEDICKE, HANS-JOACHIM]	
BECKER, VOLKER GUMPRICH and]	Group Art Unit:
RICHARD BATCHELOR]	
Serial No. 09/914,082]	Examiner:
Filing Under 35 U.S.C. 371 in the DO/EO/US]	
off PCT/DE00/00553 filed 24 February 2000]	
For: ELECTROCHROMIC ELEMENT]	Attorney Docket: 1-15478

Commissioner for Patents
Box PCT
United States Patent and Trademark Office
Washington, D.C. 20231

APPENDIX D CONSENT OF ASSIGNEE TO ADD JOINT INVENTOR TO PATENT APPLICATION

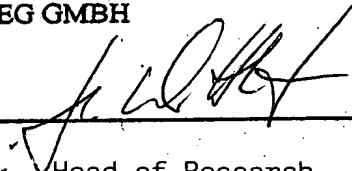
Honorable Sir:

FLABEG GMBH, of Furth, Germany, the Assignee of the subject application, U.S. Serial No. 09/914,082 filed August 22, 2001, under 35 USC 371, in the names of DIRK JOEDICKE, HANS-JOACHIM BECKER and VOLKER GUMPRICH, hereby consents to the addition of RICHARD BATCHELOR as co-inventor in said application, and as further evidenced by the

attached copies of the fully executed Combined Declaration and Power of Attorney document (Attachment A) and Assignment (Attachment B), both of which have been executed by all three of the original inventors, DIRK JOEDICKE, HANS-JOACHIM BECKER and VOLKER GUMPRICH, as well as the above-named co-inventor, RICHARD BATCHELOR. The original executed Combined Declaration and Power of Attorney document is being filed concurrently herewith in Response to the Notification of Missing Requirements and the original Assignment is being filed concurrently herewith for recordation.

Date: ☒ 06.03.2002

FLABEG GMBH

☒ 
Name: ✓
Title: ✓ Head of Research
& Development

District court Fürth (Bay.)

re: Firm FLABEG GmbH & Co. KG with residence in 90766 Fürth (Siemensstraße 3)
In the commercial register section A it has been registered under no. 7271:

Number of registration	a) firm b) principle place of business (residence of the company) c) subject of the corporation (for legal persons)	proprietor of business partner liable to unlimited extent board of management liquidator	procuration	legal relationships	a) day of registration and signature b) remarks
1	2	3	4	5	6
		FLABEG Vermögensverwaltungs GmbH, residence: Gelsenkirchen	Entire procuration: Vengels Winfried, born September 1, 1959 Raesfeld He represents the company together with a further procuration authorized representative or together with the associated partner liable to unlimited (general partner) extent: FLABEG Vermögensverwaltungs GmbH, residence: Gelsenkirchen	Amended are respectively firm and residence of: associated partner liable to unlimited extent (general partner) – now: FLABEG Vermögensverwaltungs GmbH, residence: Gelsenkirchen associated partner liable to a fixed amount (limited partner) – now: FLABEG Holding GmbH, residence: Gelsenkirchen By assignment of the entire assets of the FLABEG GmbH, residence: Fürth, the company merges as the acquiring legal entity (assignee) with the latter company by incorporation on basis of the merger contract and the decision of allowance of the company general meeting, respectively from July 31, 2000.	a) September 19, 2000 Slabinak b) associated partner liable to unlimited extent (general partner), now: HR B 2683 district court Gelsenkirchen associated partner liable to fixed amount (limited partner), now: HR B 2684 district court Gelsenkirchen merger contract: see page 72 and following SoB decision of associated partners: see pages 81 and following SoB transferring legal entity (assignor): see HR B 369 district court Fürth
remark: with regard to application of procuration: general partner is the FLABEG Vermögensverwaltungs GmbH in Gelsenkirchen				District court Fürth, September 19, 2000 - register court – branch office: Slabinak, legal officer	

translation by


Dr. Stephan Nüsse

ATTACHMENT
Copy of Commercial
Register, Fürth,
Germany


Betr. Firma FLABEG GmbH & Co. KG mit dem Sitz :
In das Handelsregister Abteilung A ist unter Nr. 7271

tsgericht Fürth (Bay.)

Prokura Nr.	a) Firma b) Ort der Niederlassung (Sitz der Gesellschaft) c) Gegenstand des Unternehmens (bei juristischen Personen)	Geschäftsinhaber Persönlich haftende Gesellschafter Vorstand Abwickler	Prokura
2	3	4	
2	FLABEG Vermögensverwaltungs GmbH, Sitz: Gelsenkirchen	Gesamtprokura: Vengels Winfried, geb. Raesfeld Er vertritt die Gesell. Gemeinschaft mit einem Prokuristen oder mit ei- nig persönlich haftenden Gese- llschafterin: FLABEG Vermöge- rwaltungs GmbH, Sitz: G	
<p>Hinweis: Zur Prokuraanmeldung: Komplementärin ist die FLABEG Vermögensverwaltungs GmbH in Gelsenkirchen</p>			

URNr: 584 / 585 / 00

1 9076A Fürth (Siemensstr. 3)
eingetragen worden:

	Rechtsverhältnisse	a) Tag der Eintragung und Unterschrift b) Bemerkungen
	5	6
01.09.1959, schaft in weiteren r per- lschaf- ver- lsenkirchen	<p>Geändert sind jeweils Firma und Sitz der:</p> <p>Persönlich haftenden Gesellschafterin - nun: FLABEG Vermögensverwaltungs GmbH, Sitz: Gelsenkirchen,</p> <p>Kommanditistin - nun: FLABEG Holding GmbH, Sitz: Gelsenkirchen.</p> <p>Die Gesellschaft ist als übernehmender Rechtsträger durch Übertragung des Vermögens als Ganzes der FLABEG GmbH, Sitz: Fürth, mit dieser Gesellschaft durch Aufnahme verschmolzen auf Grund des Verschmelzungsvertrages und des Zustimmungsbeschlusses der Gesellschafterversammlung jeweils vom 31. Juli 2000.</p>	<p>a) 19. September 2000 Slabinak</p> <p>b)</p> <p>phG nun: HR 8 2683 AG Gelsen- kirchen</p> <p>Kdt. nun: HR 8 2684 AG Gelsen- kirchen</p> <p>Verschmelzungsver- trag: s. Bl. 72 ff. SoB</p> <p>Gas. Beschl.: s. Bl. 81 ff. SoB</p> <p>Übertragender Rechtsträger: s. HR 8 369 AG Fürth</p>
	<p>Amtsgericht Fürth, den 13. September 2000</p> <p>- Registergericht -</p> <p>Geschäftsstelle:</p> <p>Slabinak, JAng.</p>  <p>EINGEGANGEN</p> <p>21. SEP. 2000</p> <p>Dr. Heescher, K. Simbach u. Partner Anwaltssozietät</p>	